

Exhibit Q

From: [Patrick Huber](#)
To: ["Adam Shoneck"](#)
Cc: [McTigue Jr., Michael W;](#) [Slawe, Meredith C;](#) ["AAA Victoria Chandler";](#) ["Neil Currie";](#) ["MultiCaseFiling@adr.org";](#) [Warren Postman;](#) [Albert Pak;](#) [Melinda Maxson;](#) ["fdavis@davisnorris.com";](#) ["wbarnett@davisnorris.com"](#)
Subject: RE: Arbitration Demands Against WarnerMedia
Date: Thursday, July 20, 2023 6:26:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Dear Mr. Shoneck,

We write to respond to WarnerMedia's letter to you, dated July 19, 2023.

1. AAA Consumer Clause Registry

Under AAA Consumer Rule 12, WarnerMedia was required to submit its AAA arbitration agreement to AAA for review a long time ago, but it has failed to do so.

Rule 12 of the AAA Consumer Arbitration Rules required WarnerMedia, as a business providing the AAA Consumer Arbitration Rules in its consumer contract, to "notify the AAA of the existence of such a consumer contract . . . at least 30 days before the planned effective date of the contract" and "provide the AAA a copy of the arbitration agreement." WarnerMedia now admits to failing in its obligation to register its arbitration agreement with the AAA and pay the associated fee under Rule 12. Nevertheless, the AAA has a procedure for expedited review of an arbitration clause that was not previously submitted to it for review. *See* R. 12 ("If a business does not submit its arbitration agreement for review and a consumer arbitration then is filed with the AAA, the AAA will conduct an expected review at that time. Along with any other filing fees that are owed for that case, the business also will be responsible for paying the nonrefundable review and Registry fee (including any fee for expedited review at the time of filing) for this initial review . . .").

AAA should issue an invoice to WarnerMedia for the nonrefundable review and Registry fee, along with any fees associated with an expedited review. Claimants request that they be copied on this invoice as it may impact the ability of AAA to proceed with administration of their arbitrations.

2. Arbitral Forum

AAA is the correct arbitral forum for these arbitrations. Claimants' demands are governed by the HBO Max Terms of Use, effective November 1, 2022, which designate the AAA as its arbitration provider. *See* HBO Max Terms of Use (effective Nov. 1, 2022), at 31-32. As recently as this January, WarnerMedia successfully compelled a class case alleging violations of the Video Privacy Protection Act to AAA arbitration. *See* Opinion & Order, *McDaniel et al v. Home Box Office Inc.*, 1:22-CV-01942, ECF No. 34 (S.D.N.Y. Jan. 27, 2023).

Although WarnerMedia updated its Terms of Use on December 20, 2022, designating a different arbitral forum, that arbitration agreement does not govern Claimants' disputes with WarnerMedia. Each of the Claimants exercised their right under the governing November 2022 arbitration agreement to opt out of WarnerMedia's changes to that arbitration agreement by sending individual opt-out letters to WarnerMedia.

3. WarnerMedia's Baseless Accusations

WarnerMedia has not identified a single Claimant whose claims it argues suffer from defects. Instead, WarnerMedia makes vague allegations about unspecified Claimants without any factual support. Claimants are confident in the factual and legal bases of their arbitration demands. If WarnerMedia believes Claimants have overlooked certain issues, it is free to identify such Claimants, and we will engage in a good faith dialogue with WarnerMedia regarding any issues they raise. We have repeatedly invited WarnerMedia to participate in that discussion. However, to this day, all that WarnerMedia has done is make vague and general claims of defects, without ever specifying a single Claimant whose individual claim suffers from a specific defect.

And now, WarnerMedia claims without any factual support that Keller Postman has claimed to have an "inside person" at the AAA. That accusation is patently false. Keller Postman has no such person and has never made any such statement. It is WarnerMedia and its counsel who should be investigated by AAA for violating its standards, as they appear to have engaged in tactics that may be considered "for the purpose of harassment, or primarily intended to cause unnecessary delay or increased costs."

Sincerely,

Patrick Huber
Associate

Keller | Postman

150 N. Riverside Plaza, Suite 4100 | Chicago, IL, 60606
[312.280.5790](tel:312.280.5790) | [Email](#) | [Website](#)

From: Powell, Gerri <Gerri.Powell@skadden.com>
Sent: Wednesday, July 19, 2023 9:50 AM
To: 'Adam Shoneck' <shonecka@adr.org>
Cc: McTigue Jr., Michael W <Michael.McTigue@skadden.com>; Slawe, Meredith C <Meredith.Slawe@skadden.com>; 'AAA Victoria Chandler' <VictoriaChandler@adr.org>; 'Neil Currie' <CurrieN@adr.org>; 'MultiCaseFiling@adr.org' <MultiCaseFiling@adr.org>; Warren Postman <wdp@kellerpostman.com>; Albert Pak <albert.pak@kellerpostman.com>; Melinda Maxson <melinda.maxson@kellerpostman.com>; Patrick Huber <patrick.huber@kellerpostman.com>; 'fdavis@davisnorris.com' <fdavis@davisnorris.com>; 'wbarnett@davisnorris.com' <wbarnett@davisnorris.com>
Subject: RE: Arbitration Demands Against WarnerMedia

You don't often get email from gerri.powell@skadden.com. [Learn why this is important](#)

Mr. Shoneck,

Attached please find correspondence sent on behalf of Michael W. McTigue Jr.

Thank you,

Gerri Powell
Class Actions Administrator
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West | New York | NY | 10001
T: +1.212.735.3548 | M: +1.347.205.5829
gerri.powell@skadden.com

From: Adam Shoneck <shonecka@adr.org>
Sent: Wednesday, July 19, 2023 8:42 AM
To: Patrick Huber <patrick.huber@kellerpostman.com>
Cc: KP HBO Service <kphboservice@kellerpostman.com>; Warren Postman <wdp@kellerpostman.com>; Albert Pak <albert.pak@kellerpostman.com>; Melinda Maxson <melinda.maxson@kellerpostman.com>; Frank Davis <fdavis@davisnorris.com>; Wes Barnett <wbarnett@davisnorris.com>; McTigue Jr., Michael W (NYC) <Michael.McTigue@skadden.com>; Slawe, Meredith C (NYC) <Meredith.Slawe@skadden.com>; MultiCaseFiling <MultiCaseFiling@adr.org>
Subject: [Ext] RE: Arbitration Demands Against WarnerMedia

Mr. Huber:

This acknowledges receipt of the below and attached. We will review and get back to counsel with any questions and next steps.

Thank you,

Adam Shoneck



Adam Shoneck
Assistant Vice President

American Arbitration Association
International Centre for Dispute Resolution
T: 401 431 4798 F: 866 644 0234 E: shonecka@adr.org
1301 Atwood Ave, Suite 211N, Johnston, RI 02919
adr.org | icdr.org | aamediation.org



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From: Patrick Huber <patrick.huber@kellerpostman.com>

Sent: Tuesday, July 18, 2023 6:51 PM

To: Adam Shoneck <shonecka@adr.org>; MultiCaseFiling <MultiCaseFiling@adr.org>

Cc: KP HBO Service <kphboservice@kellerpostman.com>; Warren Postman <wdp@kellerpostman.com>; Albert Pak <albert.pak@kellerpostman.com>; Melinda Maxson <melinda.maxson@kellerpostman.com>; Frank Davis <fdavis@davisnorris.com>; Wes Barnett <wbarnett@davisnorris.com>; McTigue Jr., Michael W <Michael.McTigue@skadden.com>; Slawe, Meredith C <Meredith.Slawe@skadden.com>

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***** External E-Mail – Use Caution *****

Mr. Shoneck,

We hereby file arbitration demands for 1,030 individuals against WarnerMedia Direct, LLC. The demands can be downloaded through [this password-protected link](#). I will follow up shortly with the password. Just let me know if there are any issues accessing these demands.

Additionally, I have attached copies of: (1) the case-filing spreadsheet; (2) a spreadsheet containing the list of representatives and their contact information; and (3) the arbitration agreement that governs all of these disputes.

Finally, Claimants' counsel and Respondent's counsel are copied on this email. Claimants ask that Respondent's counsel confirm that they accept service on behalf of WarnerMedia by tomorrow (7/19) at 5:00 p.m. ET.

Best,
Pat

Patrick Huber
Associate

Keller | Postman

150 N. Riverside Plaza, Suite 4100 | Chicago, IL, 60606
[312.280.5790](tel:312.280.5790) | [Email](#) | [Website](#)

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Further information about the firm, a list of the Partners and their professional qualifications will be provided upon request.
